

09-23-1998

Express Mail No.: TB 686 626 347 US

FORM PTO-1594
1-31-92U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

100835973

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.
Box Assignment, Washington, DC 20231

1. Name of conveying party(ies):

Wells Fargo Bank, National Association

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other National Banking Association

Additional name(s) of conveying party(ies) attached? ☐ Yes
☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Termination, Release and Reassignment of Security Interest in Trademarks

Execution Date: August 24, 1998

2. Name and address of receiving party(ies):

Name: Geyser Peak Partners a/k/a Geyser Peak Winery

Internal Address: _____

Street Address: P.O. Box 25City Geyserville State CA ZIP 95441☐ Individual(s) citizenship _____☐ Association _____☒ General Partnership -- California☐ Limited Partnership _____☐ Corporation-State _____☐ Other _____If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) none

B. Trademark registration No.(s) 999,125; 1,003,822; 1,019,577Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

PENNIE & EDMONDS LLP
1155 Avenue of the Americas
New York, NY 10036Attn.: Catherine H. Stockell, Esq.File No.: 6187-1108-9996. Total number of applications and registrations involved: 37. Total fee (37 CFR 3.41):.....\$ 85.00

Please charge to the deposit account listed in Section 8, together with any other fees that may be due.

8. Deposit account number:
16-1150

09/22/1998 JSH:BAZZ 00000001 161150 999125

01 FC:401 40.00 CH
02 FC:402 50.00 CH

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Catherine H. Stockell

Name of Person Signing

Reg. No.

Signature

September 11, 1998

Date

Total number of pages comprising cover sheet: 7Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignment
Washington, D.C. 20231TRADEMARK
REEL: 1790 FRAME: 0338

PENY4-738609.1



TERMINATION, RELEASE AND REASSIGNMENT
OF SECURITY INTEREST IN TRADEMARKS

THIS TERMINATION, RELEASE AND REASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS ("Release") dated as of the 24th day of August, 1998, by WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (the "Bank"), and GEYSER PEAK PARTNERS (also known as GEYSER PEAK WINERY), a California general partnership (the "Debtor").

W I T N E S S E T H :

WHEREAS, the Bank and the Debtor entered into a certain Continuing Security Agreement: Rights to Payment and Inventory, dated March 25, 1991 (the "Security Agreement"), to secure the payment of all indebtedness and performance of all obligations then or thereafter existing under the Security Agreement, and/or in connection with any promissory note and/or loan agreement then or thereafter executed by Debtor with Bank, including but not limited to that certain Credit Agreement between Debtor and Bank dated May 18, 1990, and all amendments, modifications and extensions thereto, and substitutions or replacements therefor which may from time to time be entered into between Debtor and Bank (the "Loan Agreement");

WHEREAS, pursuant to the Security Agreement, and to further clarify and declare the rights and obligations created therein, Debtor and Bank entered into a Trademark Mortgage Agreement, dated March 25, 1991 (the "Trademark Agreement"; the terms defined therein and not otherwise defined herein being used herein as therein defined) by which the Debtor granted, assigned, mortgaged and transferred to Bank a continuing security interest in its right and interest in and to certain Property of the Debtor;

WHEREAS, the Trademark Agreement was recorded in the United States Patent and Trademark Office on August 9, 1991, at Reel 806, Frames 457 through 466;

WHEREAS, Bank and Debtor executed a First Amendment to Trademark Mortgage Agreement, dated as of April 1, 1992 (the "First Amendment"), in order to reflect that the Bank had refinanced Debtor's obligations under the Trademark Agreement with the proceeds of credit extended to Henry F. Trione ("Trione") and that the obligations secured by the Trademark Agreement were the obligations of Trione to the Bank;

WHEREAS, Debtor has paid and performed in full all obligations under the Security Agreement and the Loan Agreement, and has requested that Bank terminate the Trademark Agreement and First Amendment, release its security interest in the Property of Debtor, and reassign the same to Debtor;

PENY4-733192.1

TRADEMARK
REEL: 1790 FRAME: 0339

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Bank does hereby release and terminate all security interests in and to the Property which were granted, assigned, mortgaged and transferred to Bank as security for all obligations under the Security Agreement and Loan Agreement, and Bank does hereby, without recourse and without representation or warranty of any kind, assign, convey, grant, set over, transfer and release to Debtor all of Bank's right, title and interest in and to the Property including, without limitation, the following:

(a) all trademarks, service marks, trade names, proprietary labels and logos in which Debtor had or has an interest, including (i) all trademarks, service marks and trade names, proprietary labels and logos described in Exhibit A attached hereto and incorporated herein by this reference, and (ii) all reissues and/or extensions of any of the Property; and

(b) the right to sue for past, present or future infringements of rights in any such trademarks, service marks, trade names, proprietary labels and logos.

2. The parties hereto do hereby cancel and terminate the Trademark Agreement and First Amendment, and all rights and obligations of the parties thereunder.

3. The parties hereto agree that, at any time and from time to time upon the written request of the other party, each party will execute and deliver such further documents and do such further acts and things as may be reasonably requested by the other party in order to effect the purposes of this Release.

4. This Release has been executed and delivered in, and shall be governed by and construed in accordance with the laws of, the State of California.

IN WITNESS WHEREOF, the undersigned have caused this Release to be duly executed and delivered by a duly authorized officer on the day and year first above written.


BANK

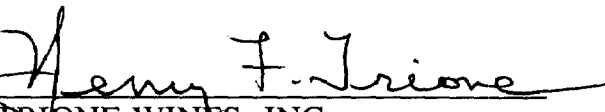
WELLS FARGO BANK,
NATIONAL ASSOCIATION
111 Sutter Street, 20th Floor
San Francisco, CA 94163

By:  VP/CM
Title:

DEBTOR

GEYSER PEAK PARTNERS
(also known as GEYSER PEAK WINERY)
22281 Chianti Road
Geyserville, California

By: 
GPV, INC.
General Partner
Name: Mark A. Trione
Title: President

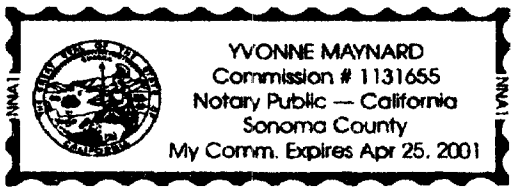
By: 
TRIONE WINES, INC.
(formerly known as Penfolds Wines USA, Inc.)
General Partner
Name: Henry F. Trione
Title: President

STATE OF Calif.
) ss.:
COUNTY OF Sonoma



On this 24th day of August, 1998, before me personally came Patrick J. Sherwood, to me known, who being by me duly sworn, did depose and say that he resides at 200 B Street Santa Rosa, Ca; that he is the Vice President of WELLS FARGO BANK, NATIONAL ASSOCIATION, the national banking association described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said bank; and that he signed said instrument on behalf of said bank pursuant to said authority.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

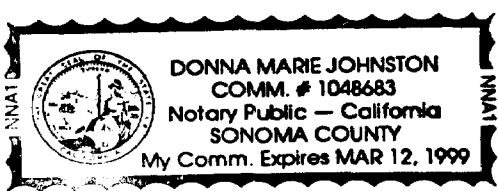


Yvonne Maynard
Notary Public

STATE OF)
) ss.:
COUNTY OF)

On this 20th day of August, 1998, before me personally came Mark H. Trone, to me known, who being by me duly sworn, did depose and say that he resides at 920 Madeline Ct - Santa Rosa, Ca; that he is the President of GPV, INC., a General Partner of GEYSER PEAK PARTNERS (also known as GEYSER PEAK WINERY), the California general partnership described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said partnership; and that he signed said instrument on behalf of said partnership pursuant to said authority.

IN WITNESS WHEREOF, I hereto set my hand and official seal.



Donna Marie Johnston
Notary Public

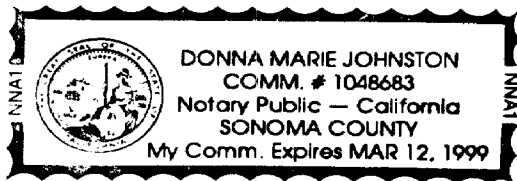


STATE OF)
) ss.:
COUNTY OF)

On this 30th day of August, 1998, before me personally came Henry F. Trione, to me known, who being by me duly sworn, did depose and say that he resides at 950 Madeline Ct - Santa Rosa, Ca; that he is the President of TRIONE WINES, INC. (formerly known as Penfolds Wines USA, Inc.), a General Partner of GEYSER PEAK PARTNERS (also known as GEYSER PEAK WINERY), the California general partnership described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said partnership; and that he signed said instrument on behalf of said partnership pursuant to said authority.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

Donna Marie Johnston
Notary Public



PENY4-733192.1

TRADEMARK
REEL: 1790 FRAME: 0343

EXHIBIT A

to

TERMINATION, RELEASE AND REASSIGNMENT
OF SECURITY INTEREST IN TRADEMARKS

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
ALTIMIRA	999,125	11/26/74
G.P.W.	1,007,998	4/1/75
GEYSER PEAK	1,003,822	2/4/75
GEYSER PEAK WINERY	1,019,577	9/2/75
GEYSER PEAK WINERY and Design	1,021,166	9/23/75
GEYSER PEAK WINERY and Design	1,021,167	9/23/75
MONTE VERDE	1,011,672	5/27/75
PIERRE SELTZ	1,007,996	4/1/75
WINTERCHILL WHITE	1,129,649	1/22/80

PENY4-733192.1